



Bureau of Energy Efficiency (BEE)
Government of India, Ministry of Power

Request for Proposal (RfP)

for

**Engagement of Association for Supporting BEE for Activities
under**

- 1. National Energy Conservation Awards (NECA 2023)**
- 2. National Energy Efficiency Innovation Award (NEEIA 2023)**
- 3. National Painting Competition for School Children (NPCSC 2023)**

Contents

S. No	Items	Page no.
1	LETTER OF INVITATION	02
2	GENERAL INFORMATION	03
3	BACKGROUND INFORMATION	04
4	EXISTING METHODOLOGY	05
5	SCOPE OF WORK	06
6	TENTATIVE TIMELINE	08
7	ELIGIBILITY CRITERIA	08
8	EVALUATION AND SELECTION PROCEDURE	09
9	INSTRUCTIONS	10
10	PAYMENT TERMS & SCHEDULE	10
11	DEFINITION OF TERMS	11
12	CONFLICT OF INTEREST	11
13	AMENDMENTS TO RFP	11
14	RESOLUTION OF DISPUTES	11
15	DISCLAIMER	11
16	TECHNICAL BID DOCUMENT	11
17	FINANCIAL BID FORMAT	22
18	AGREEMENT FORMAT	23

1. LETTER OF INVITATION

The Bureau of Energy Efficiency (BEE) intends to invite Request for Proposal (RfP) (techno- financial Bid) from interested and technically qualified associations for “**Engagement of Association for Supporting BEE for Activities under National Energy Conservation Awards (NECA), Energy Efficiency Innovation Awards (NEEIA) & National Painting Competition for School Children (NPCSC) - 2023**”.

Pre-Bid Meeting will be held on 7th August 2023 at 1500 hours at BEE Office, 4th Floor, Sewa Bhawan, R K Puram, New Delhi. Intended Association shall provide details of maximum 02 persons to attend the pre-bid meeting and provide the details of the same to Contact Person of BEE given under “General Information” of this RfP document by 1500 hours of **4th August 2023**.

The bid must be submitted with refundable **Earnest Money Deposit (EMD) of ₹2,00,000/- (₹Two Lacs Only)** and a non-refundable Bid-document Processing Fees of **₹5,000/- (₹Five Thousand only)** separately in the form of Demand Draft drawn in favor of “Bureau of Energy Efficiency, New Delhi”, payable at New Delhi.

The bids are to be addressed to Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi – 110066. The complete proposal/bid should reach by **25th August 2023 up-to 1300 hours**.

Though adequate care has been taken while preparing the RfP document, the Association shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Association within five (05) days from the date of notification of RfP document / Issue of the RfP document, it shall be considered that the RfP document is complete in all respects.

BEE reserves the right to modify, amend, supplement or cancel this RfP document, without assigning any reason.

While this RfP document has been prepared in good faith, neither BEE nor their employees make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP document, even if any loss or damage is caused by any act or omission on their part.

Sd/-
Secretary, BEE

2. GENERAL INFORMATION

Date & Time for Pre-bid Meeting	7 th August 2023 at 1500 hours (Intended bidders to provide details of maximum 02 persons to attend the pre-bid meeting. The details should include: Name, Designation, Agency Name & Mobile Number. The same should be sent by 1500 hours of 4 th August 2023 to Shri Rahul Joshi, Project Engineer, BEE on rahul.joshi@beeindia.gov.in)
Place for submission of proposal/Bid	Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: -91-11-26766700
Last date & time for submission of bids	25 th August 2023 up-to 13:00 hours
Date and time of opening of technical proposal	25 th August 2023 at 15:30 hours
Date of opening of financial bids of technically qualified bidders	To be intimated to technically qualified bidders only
Contact Person for Queries / Clarification	Shri Kamran Shaikh Joint Director Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: -91-11-26766820 Email: kamran.shaikh@beeindia.gov.in Shri Rahul Joshi Project Engineer Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: -91-11-26766819 Email: rahul.joshi@beeindia.gov.in
Mode of Selection	Least Cost (L1)
Type of Proposal Required	Technical & Financial
Proposal submission language	English
Bid Validity period	120 days after last date of bid submission
Performance Security	5% of Contract Value (Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It should be in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial bank or Online Payment)

3. BACKGROUND INFORMATION

(A) Energy Conservation Act, 2001

The Energy Conservation Act, 2001 (EC Act) forms the core of the legal framework put in place by Govt. of India to promote energy efficiency and conservation. EC Act came into force with effect from March 1, 2002.

(B) About BEE

The Government of India set up Bureau of Energy Efficiency (BEE) (www.beeindia.gov.in) on 1st March 2002 under the provisions of the EC Act, 2001. The mission of the BEE is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act, 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in the industries, building, transport, institutions and appliances sectors.

(C) NATIONAL ENERGY CONSERVATION AWARDS (NECA)

The NECA has been one of the important endeavors under awareness and outreach programme. To raise awareness on energy efficiency and its conservation, the BEE, under the guidance of Ministry of Power, recognizes and encourages endeavors of industrial units, institutions and establishments in reducing energy consumption by felicitating them with Energy Conservation Awards on the occasion of National Energy Conservation Day, celebrated on 14th December every year.

The awards were given for the first time on December 14, 1991, which was declared as the 'National Energy Conservation Day'. Since then, National Energy Conservation Awards (NECA) has been attracting the attention of all the stakeholders and has witnessed increasing participation level year after year. These awards are presented on EC day by eminent dignitaries and highest functionaries such as Hon'ble President, Hon'ble Prime Minister and Hon'ble Union Minister of Power.

Since 2017, awards are given on rolling cycle of three years (2017-19) i.e., every year, few sectors from Industries, Transport, Buildings, Institutions and Appliances each are considered on rotation basis. NECA has motivated the participating units to undertake serious efforts in saving energy and environment. A summary of participation is stated below:

Year	2017	2018	2019	2020	2021	2022
No. of Participating Units	322	333	355	409	408	448

A tentative list of categories / sectors for NECA 2023 is as stated below:

I	Industry	Thermal Power Plant (Coal & Gas)
		<ul style="list-style-type: none"> • ≤100 MW • >100 MW
		Petroleum Refinery
		Aluminium
		<ul style="list-style-type: none"> • Large • Small
		Ceramic
		Dairy
		Fertilizer
		<ul style="list-style-type: none"> • Urea based • Complex
		Automobile (OEM)
		Railway Workshops
Secondary Steel (Forging, Foundry, Re-rolling Mills)		
Sponge Iron		
Dyes & Pigments		
II	Transport	Zonal Railways
III	Building	Govt. Offices
		Corporate Offices
IV	Institution	State Designated Association (SDAs)

V	Appliances	Energy Efficient Appliance of the Year <ul style="list-style-type: none"> • Refrigerators • Washing Machines • Storage Water Heaters • Color Television • LED Lamps
----------	-------------------	--

The above list is indicative and BEE reserves the right to amend it.

(D) NATIONAL ENERGY EFFICIENCY INNOVATION AWARD (NEEIA)

BEE has initiated an important endeavor under awareness and outreach programme, the National Energy Efficiency Innovation Awards (NEEIA). The awards are an encouragement to establishments and participants in various categories to apply new methods to achieve energy efficiency and to lay greater focus on research. These awards were given for the first time on December 14, 2021, on the ‘National Energy Conservation Day’ along with the NECA awards.

The applications are divided in two categories:

- Category A - Building, Transportation, and Industries
- Category B - Students and Research Scholars

The number of applications received in year 2021 for NEEIA:

Sector / Sub-Sectors	No. of Applications Received	
	2021	2022
Category A		
Buildings, Transportation and Industries	72	160
Category B		
Students & Research Scholars	77	17
Total	149	177

A Jury was formed to evaluate the participation in NEEIA and based on the recommendations of the Jury, awards and appreciation certificates were awarded in both Categories. Evaluation criteria was divided into 5 key parameters. replicability, affordability, reliability, impact on energy savings and impact on environment & sustainability.

(E) NATIONAL PAINTING COMPETITION ON ENERGY CONSERVATION FOR SCHOOL STUDENTS

In an endeavor to bring cognizance to energy conservation at grass route level, the Ministry of Power has launched the National Awareness Campaign in the country. Painting competition for students at the School, State and at National level has been included as one of the activities of the campaign, which would not only make aware the students about the need of conserving energy but at the same time would educate and involve their parents as well in the above cause.

The competition aims to motivate children towards thinking about energy conservation, and offers them a chance to explore their creativity. The competition is held for two groups: Group “A” consisting students of classes of 5th, 6th and 7th Standards and Group “B” consisting students of classes of 8th, 9th and 10th standards.

The National level winners are felicitated on National Energy Conservation Day every year by eminent dignitaries.

4. EXISTING METHODOLOGY

(A) NATIONAL ENERGY CONSERVATION AWARDS (NECA)

- BEE, under the guidance of Ministry of Power, is responsible for organizing NECA.
- Advertisements of NECA are published in leading National Newspapers and uploaded on BEE and NECA website.
- Applications for NECA are invited online.

- Award Committee, headed by Secretary (Power), decides the methodology, sectors, etc. and final selection of awardees for NECA.
- The Technical Committee, headed by Member (Thermal), Central Electricity Authority (CEA), assists Award Committee in finalizing the awards.
- Preliminary scrutiny of the applications is done by BEE in consultation with Evaluating Agencies and submitted to Technical Committee.
- Recommendations of the Technical Committee for Awards are placed for consideration of Award Committee for finalization of Awardees.
- Award trophies and certificates are presented to the award winners.

(B) NATIONAL ENERGY EFFICIENCY INNOVATION AWARD (NEEIA)

- Advertisements of NEEIA is published in leading National newspapers and uploaded on BEE and NECA website and applications are accepted online.
- Preliminary scrutiny of the applications is done by BEE. A Jury is formed to evaluate applications of NEEIA.
- Recommendations of the Jury are placed for consideration of Award Committee for finalization of Awardees.
- Award trophies and certificates are presented to the award winners

(C) NATIONAL PAINTING COMPETITION ON ENERGY CONSERVATION FOR SCHOOL STUDENTS

- The scheme is implemented throughout the country with the support of 11 Central Public Sector Undertakings (CPSUs) working under the administrative control of the Ministry of Power and all the 37 State Designated Association (SDAs).
- The Painting Competition is held in 3 stages, namely, School, State and National Level.
- Till State level, the competition is managed by CPSUs/PSUs. The National level is managed by PGCIL and NTPC in coordination with BEE.
- 1st, 2nd and 3rd prize winners of State Level Painting Competition of the Group 'A' and 'B' from each State/UT are invited to Delhi to participate in "National Painting Competition" which is held on 12th December.
- For finalization of awardees of National Painting Competition, a separate committee of experts/jury of the two groups selects paintings of each group on the day of competition itself to be considered for 1st, 2nd, 3rd and Appreciation prizes.
- BEE has developed the online portal (beestudentawards.in) for inviting applications online.

5. SCOPE OF WORK

- (i) The association shall be responsible for assisting in re-designing the existing application forms and implementing NECA 2023 & NEEIA 2023.
- (ii) Association shall coordinate with IT section of BEE for matters related portals of NECA, NEEIA & Painting Competition. If required, they shall support BEE to coordinate with Ministry of Home Affairs, Govt. of India, for inclusion of the said portals in the National Awards portal.
- (iii) The association shall study, understand, and analyze the existing schemes of NECA, NEEIA and Painting Competition to provide suggestions to enhance the outreach of the programme and increase participation.
- (iv) Association shall develop a media strategy, including media plan and its implementation, consisting of development of overall communication & creative strategy for promoting NECA, NEEIA and Painting Competition.

- (v) Association shall bring forward strategies to improve overall selection processes and provide recommendations for wider outreach. This may include, but not limited to digitization of forms, data mining from uploaded forms and smoothing the process of providing data to Evaluating Agencies.
- (vi) Association shall provide the application forms and evaluation reports to the concerned Evaluation Agencies/Committees and would coordinate with them for short-listing of awardees. This would include, but not limited to, visiting the Evaluation Agencies and supporting them in data analysis, generation of reports, etc. in case of NECA & NEEIA.
- (vii) The association shall coordinate with jury of NECA, Painting Competition and NEEIA and also propose jury members for consideration of BEE. The recommendations of the jury, compilation of proposals and presentations to be made for various stakeholders would be in the scope of the association.
- (viii) The association shall create a database of CBSE/ICSE affiliated schools outside the country and facilitate for their participation in Painting Competition.
- (ix) The potential participants for all three awards must be reached through phone, email and social media. A detailed tracker of participants contacted for different programme, along with mode of communication & their responses should be made available in a suitable format preferably in the form of a dashboard for the duration the applications are open.
- (x) At least 05 nos. of webinars, for each sector, must be organized for explaining the process of filling forms and answering queries. No additional cost will be given for organizing webinars. Association may nominate suitable team members for conducting the webinar as per approval from BEE. The webinar shall be hosted on a professional platform, the licensing of such platform will be in association's scope and no additional cost will be given. Also, no additional cost would be given for sending bulk emails / messages or using email servers.
- (xi) The association shall be responsible for overall management and conduct of all of the events for activities. The implementation will include, but not limited to:
 - a. Facilitate development of application formats, evaluation methodology, FAQs, presentations, etc.
 - b. Assist IT division of BEE for redesign, develop and update of portals.
 - c. Meetings related to NECA, NEEIA and Painting Competition for finalization of awards.
 - d. Facilitate for event management, media coverage, etc.
 - e. Facilitate for conduct of Award Function.
 - f. Detailed Reports of the events i.e., NECA, NEEIA.
 - g. Any other work assigned by BEE for the above events.
- (xii) Association is required to design e-Award book for NECA, NEEIA & Painting Competition 2023, containing profiles of awards including best practices adopted for energy efficiency and energy conservation and paintings of National winners. Association shall coordinate with representatives of the awardees to compile their profile and for the award function.
- (xiii) After the conclusion of NECA and NEEIA 2023, association is required to submit all the data related to it in soft copy, two sets, preferably in 2TB Hard Discs, with make approved by BEE.
- (xiv) Design and Printing of Certificates, Invitation Cards and Paintings with Frames:

- a. Association shall design and print certificates and invitation cards.
- b. The Certificates (bilingual), approx. 100 Nos. (+/- 10%), along with cover jackets to be awarded to the awardees, shall be printed by the association. The design of the certificate and cover jackets shall be approved by BEE.
- c. Association shall be responsible for printing of invitation cards (approximately 5000 nos., +/- 10%). The color combination of the invitation cards in different categories, namely VIPs, Awardees and Guests (along with Parking stickers) would be different and shall be provided by BEE.
- d. The quality of the paper to be used, should be conforming to the following at the minimum:

Sr. No.	Document	Color	Paper Quality / GSM / Size
1	Certificates	Multi	300 gsm Indian art card, A4 size
2	Invitation Cards		300 gsm Indian art card
3	Invitation Card Envelopes		135 gsm
4	Self-Adhesive Card Parking Labels		135 gsm

- e. Samples of certificates, jackets, envelopes and parking labels shall be provided by BEE.
- f. The association shall be responsible for printing of high-resolution paintings of 1st, 2nd & 3rd prize winners of the National Painting Competition of each group (A3 size, 300 gsm, Indian art card).
- g. Association shall be responsible for framing these paintings in 18"X24" wooden frames with glass & mounting. It should have MoP and BEE logos. Samples of such paints and frames shall be provided by BEE.
- h. Total 20 nos. (+/- 10%) such frames with paintings are to be made.

6. TENTATIVE TIMELINE

Sr. No.	Deliverables	Timeline (Week)
1.	Letter of Award (T0)	---
2.	Kick off meeting (T1)	T0 + 1
3.	Meeting of Technical Committee (T2)	T1 + 2
4.	Meeting of Award Committee (T3)	T2 + 2
5.	Inviting applications for Awards (T4)	T3 + 4
6.	Preliminary scrutiny of applications (T5)	T4 + 2
7.	Evaluation by Technical Committee / Jury (T6)	T5 + 2
8.	Meeting of Technical Committee (T7)	T6 + 1
9.	Meeting of Award Committee (T8)	T7 + 2
10.	Facilitate Award Function	14.12.2023
11.	Submission of final report	30.01.2024

7. ELIGIBILITY CRITERIA

- (i) Association should be a National level industry body / Chamber.
- (ii) Association's average turnover must be minimum ₹10.00 crores over the three Financial Years i.e., 2019-20, 2020-21 and 2021-22.
- (iii) Joint Ventures & Consortiums can be formed. However, the eligibility criteria have to be met by Lead Association and work would be awarded to the Lead Association. The Lead Association would be responsible for the assignment. Other criterion like work experience may be added along-with other

partners in the consortium.

- (iv) Association must have organized at least 5 similar events at National Level in the last 5 years, consisting of at least 1000 number of participants, preferably with Chief Guest being Head of Government / State.
- (v) Association shall provide a Team of 06 skilled manpower for the project having below stated qualification and experience with good communication skills:
 - a) 1 No. BEE certified Energy Auditor (**Team Leader**)
 - BE / BTech with minimum 10 years' experience in energy sector.
 - b) 1 No. BEE certified Energy Manager
 - BE / BTech with minimum 5 years' experience in energy sector.
 - c) 2 Nos. Technical Professionals
 - BE / BTech with minimum 3 years' working experience in energy sector.
 - d) 1 No. IT Expert
 - BE / BTech in Information Technology or Computer Science with minimum 5 years' experience in design and development of dynamic portals, preferably in DOTNet. Experience should be demonstrated through similar portals and the extent to which the developer was involved should be highlighted in the resume.
 - e) 1 No. Graphic Designer
 - Must have an experience of minimum 5 years of graphic designing and have the knowledge of Corel Draw, Adobe Photoshop, Illustrator, Premier Pro, etc.
- (vi) The team shall be full time available at BEE's discretion till the completion of the work. No change in team members is permitted without the permission of BEE.
- (vii) The team members shall carry their own laptops and internet devices. The graphic designer must have his/her own access for applications / software as required for designing.
- (viii) Association must have an established Set up / Support Center in Delhi / NCR.
- (ix) Association must be registered with Goods and Services Tax (GST) & provide the same.
- (x) Association must not have been blacklisted by a Central / State Government institution and there has been no litigation with any government department on account of services. The bid will be rejected straightway without assigning any reasons if the Association is involved in any criminal cases, declared black listed by any Govt./Semi govt. department/Association etc.

8. EVALUATION AND SELECTION PROCEDURE

- (i) Compliance with eligibility criteria given in Section 7 will be evaluated first. The technical bids of those Associations who do not fulfill the eligibility criteria will be disqualified.
- (ii) Associations who meet the minimum eligibility criteria, would be considered for financial bidding.
- (iii) The technically qualified Association quoting the Lowest Total Cost (L1) shall be considered for final award of contract.
- (iv) For the purpose of evaluation, the total cost shall exclude all taxes and duties.
- (v) If there are conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, BEE shall reject any such proposals as non-responsive financial proposal.
- (vi) In the event of any difference between figures and words in quotation, the lower of the two shall be taken into account.

9. INSTRUCTIONS

- (i) Each page of bid document & enclosures shall be signed by the bidder and seal affixed. In case of any corrections / alterations in the bid document, the bidder should attest the same; otherwise bid may not be considered.
- (ii) The bidders shall prepare and submit two envelopes.
Envelope 1: Technical Bid Documents
Envelope 2: Financial Bid
- (iii) Bid processing fees, EMD, covering letter, documents supporting eligibility criteria and forms, with information in desired formats, shall be enclosed in Envelope 1.
- (iv) All the above two envelopes shall be put in another envelope and sealed. This envelope should be marked "Bids for Engaging an Association for NECA 2023" and addressed to Secretary, BEE.
- (v) Any bid received by the BEE after last date and time of submission of bids will not be accepted and the same will be rejected. BEE shall not be liable to be responsible for postal delays or non-delivery at BEE's office.
- (vi) The successful association will have to submit the Performance Security and enter an agreement on ₹100/- non-Judicial stamp paper within 10 days after intimation of letter of award. The Performance Security shall be returned on completion of the project to the satisfaction of BEE.
- (vii) In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RfP document, an Integrity Pact is required to be furnished by bidding Association as an essential preliminary qualification requirement under this RfP.
- (viii) An Integrity Pact, as per the format stated in the RfP document, shall be duly signed and sealed by the authorized signatory of the Association and submitted as a part of the Technical Proposal. If the Association is a Joint Venture or Consortium, then this Pact must be signed by all partners or members.
- (ix) The Integrity Pact shall be read as an integral part and parcel of the RfP document and the Contract/ Agreement to be signed between the successful Association and BEE. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract.
- (x) In case the Association who has been awarded the contract refuses to accept the contract issued by the BEE or fails to respond to the letter of award of work by the BEE in 10 days' time or backs out after acceptance or violates any of the conditions prescribed in RfP document, then they will be suspended for a period of one year and / or other action as decided by competent authority of BEE.
- (xi) In the event, if the successful Association is found performing job below the set-out quality standards as stated in work order, it shall be lawful for BEE, in its discretion, to remove or with hold any part of job until the job is found satisfactory. The BEE reserves the right to deduct amount from the contract amount for deficiency/incomplete services & the amount shall be decided by competent authority of BEE.
- (xii) In the event of the any finding of error or defect due to the fault of successful Association at any time after the delivery, the association shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the BEE.
- (xiii) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from submitting EMD on submission of relevant documents.
- (xiv) EMD of unsuccessful bidders shall be returned within 30 days after the award of the contract. EMD of successful bidder shall be refunded on receipt of Performance Security.
- (xv) No interest will be payable by BEE on EMD / Performance Security.
- (xvi) BEE has the right to cancel / modify the RfP at any stage of the engagement process without any claim or reason for its action to be given.
- (xvii) All other terms and conditions specified in the RfP, Agreement & Minutes of Meetings (If any), shall be applicable.

10. PAYMENT TERMS & SCHEDULE

- (i) Payment authority will be Bureau of Energy Efficiency.
- (ii) The Association shall raise the invoice in favor of "The Secretary, Bureau of Energy Efficiency"
- (iii) The payment may be considered, after deductions if any, on receipt of invoice from the association on completion of deliverables & acceptance as stated below:

Deliverable as per section 6	% of order value
02 and Mobilization advance on submission of Bank	10

Guarantee of Equivalent Amount	
03 – 09	60
10 – 11	30

- (iv) Deductions for non-deliverables shall be decided by competent authority of BEE and shall be binding on the Association.

11. DEFINITION OF TERMS

- (i) “Contract” means the agreement entered into by the BEE and successful Association as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (ii) “BEE” means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- (iii) The “Association” shall mean the Association whose both technical and price bid will be accepted by the BEE for award of the Work and shall include such successful Association’s legal representatives, successors and permitted assignees.
- (iv) The term “Contract Price” shall mean the lump-sum firm price quoted by the association in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- (v) “Notification of Award of Contract” / “Letter of Award” shall mean the official notice issued by the BEE notifying the association that his bid has been accepted.
- (vi) “Date of Contract” shall mean the date on which notification of award of contract / letter of award has been issued.
- (vii) “Work” shall mean supporting BEE in implementing National Energy Conservation Awards 2023 (NECA 2023), National Energy Efficiency Innovation Awards 2023 (NEEIA 2023) and National Painting Competition for School Students 2023 as per agreed specifications defined in the contract.

12. CONFLICT OF INTEREST

The association who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the association would be allowed to use the data or share the information with anyone else, except for the BEE. The BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards.

13. AMENDMENTS TO RFP

At any time prior to the last date for receipt of bids, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Association, modify the RfP document by an amendment. In order to provide prospective Association reasonable time in which to take the amendment into account in preparing their bids, BEE may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP.

14. RESOLUTION OF DISPUTES

- (i) BEE and the association shall make effort to resolve amicably by direct informal negotiations on any disagreement or dispute arising in connection with the contract.
- (ii) The decision of Director General, BEE, shall be final and binding on both the parties.
- (iii) For any arbitration proceedings, they shall be held at Delhi.
- (iv) The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

15. DISCLAIMER

BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

16. TECHNICAL BID DOCUMENT

The technical bid document shall include the following forms

- a. Format 1(a): Covering Letter

- b. Format 1(b): Compliance to Minimum Eligibility Criteria.
- c. Format 2: Organization Details
- d. Format 3: Format for Citation of Past Experience
- e. Format 4: Declaration
- f. Format 5: Undertaking for Integrity Pact
- g. Format 6: Format for Integrity Pact

Format 1(a): COVERING LETTER FORMAT

(On Association Letterhead)

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan
R.K. Puram, New Delhi – 110 066.

Subject: Engagement of Association to Support BEE for National Energy Conservation Awards 2023

I/We, the undersigned, having read and examined in detail all the RfP documents in respect of engaging an association for BEE for the said project, do hereby express their interest to provide their services as specified in the scope of work.

I/We have enclosed supporting documents in the desired formats with their relevant documents.

I/We hereby declare that our proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you.

Yours faithfully

Date: (Signature)
Place: (Name of Authorized Person & Designation)
..... (Association Seal)

Format 1(b): Compliance to Eligibility Criteria

	Eligibility Criterion	Compliance (Yes/No)	Documentary Evidence Provided	Page No
1	Association should be a National level industry body/chamber		For industry body, certificate by authorized signatory on letterhead certifying active members supported with documentary proof such as abstract of Annual Report / Accounts mentioning Annual Subscription fees by members, etc.	
2	Association's average turnover must be minimum ₹10.00 crores over the three Financial Years i.e., 2019-20, 2020-21 & 2021-22.		Statutory Auditor's certificate that provides the information explicitly as per the specific requirement of the criterion. Statutory auditor's certificate is mandatory. Providing Balance sheet or financial statements is not sufficient for this requirement.	
3	Association must have organized at least 5 similar events at National Level in the last 5 years		Copy of the Work Order / Supporting Documents preferably with completion certificate.	
4	Association must have an established Set up /Support Center in Delhi / NCR.		Attach a copy of letterhead showing address in Delhi / NCR along with a copy of ownership certificate / lease deed or any other document in support of address proof	
5	Association must be registered with Goods and Services Tax (GST) & provide the same.		Copy of Certificate issued by relevant GST Authority	
6	Association must not have been blacklisted by any Central / State Government institution and there has been no litigation with any govt dept on account of services.		Declaration for the same to be provided on Association's letterhead.	
7	Team Composition as per Section 7(v)		CVs of manpower with supporting documents for their required credentials	
8	Integrity Pact		Document as per format	

Format 2: Organization Details

Name of the Organization	
Details of the Organization	<ul style="list-style-type: none">• Address of the Registered Office:• Website:
Information about organization	<ul style="list-style-type: none">• Year of Establishment:• Status of the Organization: Public Ltd./ Private Ltd./LLP/Registered Society/Others• Locations of all registered Offices (within India)• Locations of all registered Offices (outside India)
Name and designation of authorized person to communicate with BEE regarding the RfP	<ul style="list-style-type: none">• Name• Designation• E-mail• Mobile Number
Annual Turnover for the Financial Years (2019-20, 2020-21 and 2021-22) (₹ crores)	Financial Years <ul style="list-style-type: none">• 2019-2020:• 2020-2021:• 2021-2022:

Format 3: Format for citation of past experience cited under eligibility criteria

Assignment/job name:	
Total Value of Project (₹ Lacs)	
Description of Project	
Duration of Assignment /Job (months):	
Name of Employer:	
Address and contact details:	
Start date (month/year):	
Completion date (month/year):	

Please note that the Association should provide experience details as per the eligibility criteria with relevant documents. Based on review of the details, if in the view of BEE, the experience details do not meet the requirements of BEE, that project / assignment will not be considered for evaluation. Hence, it is advisable that Association ensures details of the project / assignment are clear and easy to comprehend.

Format 4 – Declaration
(Clearly Typed on Association Letter head)

To,

The Secretary,
Bureau of Energy Efficiency (BEE),
4th Floor Sewa Bhavan, Sector-1, R.K.
Puram New Delhi-110 066.

This is to certify that I/We, M/s (**Name of Association**) have not been blacklisted by any Central / State Government Ministry, Institutions, Departments, PSUs, etc. in the last 5 years preceding the proposal submission date and there has been no litigation with any of them on account of our services.

M/s (**Name of Association**) hereby declares that it is not involved in any criminal cases and is neither involved in corrupt or fraudulent or coercive practices nor has been declared or black listed by any Central / State Government Ministry, Institutions, Departments, PSUs, etc.

If at any stage of bidding or after award of work order or execution of the contract, it is found that M/s (**Name of Association**) has concealed any such information or if this declaration is found to be false in any manner, BEE may take suitable action against M/s (**Name of Association**) including but not limited to the rejection of proposal/termination of work order or Contract, and such action shall be without prejudice to any other right or remedy of BEE including blacklisting or future debarment.

Date:
Place:
Name of Authorized Official:
Designation:

(Signature with Association Seal)

.....

Format 5: Undertaking for Integrity Pact
(Clearly Typed on Association Letter head)

To
The Secretary,
Bureau of Energy Efficiency
4th Floor, Sewa Bhawan,
R.K. Puram,
New Delhi - 110066

Subject: **RfP for Engagement of Association to Support BEE for National Energy Conservation Awards 2023**

Dear Sir,

I/We have taken note of the Integrity Pact of the above stated RfP. I/We understand that only those Association who commit themselves to such a Pact with BEE, would be considered competent to participate in the bidding process; signing of the Integrity Pact and furnishing the same as a part of our intent, is an essential preliminary qualification requirement.

I/ We understand that the Integrity Pact shall be read as an integral part and parcel of the RfP document and Contract/Agreement to be signed between the successful Association and BEE and I/We undertake to remain bound by its provisions.

Any violation of the same at any stage i.e., during bidding process and / or during contract execution stage, would entail disqualification of the Association and exclusion from future business dealings.

I/We hereby confirm and undertake that in the event I/We commit any violation of the Integrity Pact at any stage, it would entail disqualification of the Association from the bidding process and if the work has been awarded to me/us, then it would lead to the cancellation of the letter of award and termination of our Contract/Agreement with BEE, and my/our exclusion from future business dealings with BEE as per the existing provisions of GFR 2017, Prevention of Corruption Act, 1988 and other financial rules / guidelines as may be applicable to BEE.

I / We further certify that I/we am/are competent and authorized to give this undertaking on behalf of _____ (*Name of Association*). The duly signed Integrity Pact is enclosed with the proposal.

Date: _____ (Signature with Association Seal)
Place:
Name of Authorized Official:
Designation:

Format 6: INTEGRITY PACT

(To be executed on the plain paper and submitted along with Technical Bid)

This Integrity Pact is made at _____ on this _____ day of 20__.

BETWEEN

The Bureau of Energy Efficiency, a statutory body formed under the Energy Conservation Act, 2001 under the auspices of the Ministry of Power, Government of India, having its office at 4th Floor, Sewa Bhavan, Sector-1, R.K. Puram, New Delhi (hereinafter called the “**BEE**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the **FIRST PART**;

AND

_____ (*Name of the Association*), acting through Shri/Smt/Ms. _____ (*Name of the Authorized signatory*), holding the designation of _____ [*Designation of the Authorized signatory*] (hereinafter referred to as the “**Association**”, which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the **SECOND PART**.

Preamble

WHEREAS, BEE had issued Expression of Interest (“RfP”) dated _____ to invite proposals for Engagement of Association to Support BEE for National Energy Conservation Awards 2023 (hereinafter referred to as the “**Engagement**”).

AND WHEREAS, BEE values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Association.

AND WHEREAS to meet the purpose aforesaid, both the Parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the RfP documents and the Contract Agreement between the Parties.

The “BEE” and the “Association”, hereinafter individually referred to as “Party” and collectively as “Parties”.

Now, therefore, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses asunder:

Article-1 Commitments of BEE

(1) BEE commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of BEE, personally or through family members, will in connection with the RfP, or the execution of contract/agreement, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) BEE will, during the bidding process, treat all Association with equity and reason. BEE will, in particular, before and during the bidding process, provide to all Association the same information and will not provide to any Association, confidential/additional information through which the Association could obtain an advantage in relation to the tendering process or the contract execution.

(c) BEE will exclude all known prejudiced persons from the process.

(2) If BEE obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 (“IPC/ PC Act”) or any other Statutory Acts

or if there be a substantive suspicion in this regard, BEE will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article-2 Commitments of the Association

The Association commits himself to take all measures necessary to prevent corruption and commits to observe the following principles during its participation in the bidding process and during the contract execution:

- (a) Association will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the bidding process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.
- (b) Association will not enter with other Association into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of consents / interest or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) Association will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Association will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by BEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) Association will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. It shall also disclose the details of services agreed upon for such payments.
- (e) Association will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) Association will not bring any outside influence through any Govt. bodies / quarters directly or indirectly on the bidding process.

Article-3 Disqualification from bidding process and exclusion from future contracts

- (1) If the Association, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put its reliability or credibility in question, BEE is entitled to disqualify the Association from the bidding process including blacklist and put on holiday the Association for any future works. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to BEE, taking into account the severity of the transgression. The severity will be determined by BEE taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Association and the amount of the damage.
- (3) A transgression is considered to have occurred if BEE after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) Association with its free consent and without any influence agrees and undertakes to respect and uphold BEE's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of BEE to the effect that a breach of the provisions of this Integrity Pact has been committed by Association shall be final and binding on Association, however, Association can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions, disqualification, etc. arising from violation of this Integrity Pact, Association shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of BEE, the exclusion of Association could be revoked by BEE if Association can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption prevention system in its organization.

Article-4 Compensation for Damages

(1) If BEE has disqualified the Association from the bidding process prior to the award according to Article-3, BEE shall be entitled to demand and recover the damages as deemed suitable apart from any other legal right that may have accrued to BEE.

(2) If the work has been awarded/agreement signed, then in addition to (1) above, BEE shall be entitled to cancel the letter of award /agreement issued to the Association and recover liquidated and all damages as per the provisions of the contract / agreement against termination.

Article-5 Previous Transgression

(1) Association declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from bidding process.

(2) If the Association makes incorrect statement on this subject, it can be disqualified from bidding process or action for its exclusion can be taken as mentioned under Articles above and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatment of all Association

(1) BEE will enter into agreements with identical conditions as this one with all Association.

(2) BEE will disqualify from the bidding process all Association who do not sign this Pact or violate its provisions.

Article-7 Criminal charges against violating Association

If BEE obtains knowledge of conduct of Association or Subcontractor, or of an employee or a representative or an associate of Association or Subcontractor, which constitutes corruption, or if BEE has substantive suspicion in this regard, BEE will inform the same to the Chief Vigilance Officer.

Article-8 Independent External Monitor (IEM)

(1) BEE can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.

(2) The Monitor is not subject to instructions by the representatives of the Parties and performs his/her functions neutrally and independently. He/she will report to BEE.

(3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him/her, as and when warranted.

(4) The Monitor shall examine all complaints received by him/her and give his/her recommendations/views to BEE at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.

(5) Association accepts that the Monitor has the right to access without restriction to all project documentation of BEE including that provided by Association and will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors also.

(6) The Monitor is under contractual obligation to treat the information and documents of the Association with confidentiality. In case of any conflict of interest arising at a later date, the IEM shall inform BEE and recuse himself/ herself from that case.

(7) BEE will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between BEE and the Association. The Parties offer to the Monitor the option to participate in such meetings.

(8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the

management of BEE and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

(9) The Monitor will submit a written report to BEE within 8 to 10 weeks from the date of reference or intimation to him/her by BEE and, should the occasion arise, submit proposals for correcting problematic situations.

(10) If the Monitor has reported to BEE, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and BEE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(11) The word 'Monitor' would include both singular and plural.

Article-9 Pact Duration

(1) The validity of this Integrity Pact shall be from the date of its signing till the complete execution of the contract to the satisfaction of both BEE and Association, including defects liability period. In case the Association is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the agreement with the successful Association.

(2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by BEE.

Article-10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of BEE, i.e. 4th floor, Sewa Bhawan, R K Puram, New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing only.

(3) If the Association is in a partnership/joint venture or a Consortium, this Pact must be signed by all partners or members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by BEE in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provided however, the Association who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

IN WITNESS WHEREOF, the Parties hereto have caused this pact to be signed in their respective names as of the day, date and year first above written.:-

(For & On behalf of BEE)
(Office Seal)

(For & On behalf of Association)
(Seal/ Stamp)

Place _____
Date _____

Name:
Designation

Signature of Witness 1:
(Name & Address):

Signature of Witness 2:
(Name & Address)

17. **FINANCIAL BID FORMAT**

(On Association Letterhead)

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan, R.K. Puram
New Delhi – 110 066

Subject: Financial Bid for Engagement of Association to Support BEE for NECA 2023, NEEIA 2023 and National Painting Competition for School Children 2023

***Note:** Association will facilitate BEE in carrying out the activities and will quote only facilitation charges for NECA event.*

Sr. No.	Activity	Amount (₹) (Excl. GST)	Applicable GST (%)	Total Amount (₹) (Incl. GST)
1	National Energy Conservation Awards 2023			
2	Certificates with Jackets (Approx. 100 nos.)			
3	Invitation Cards with Envelopes (Approximately 5000 nos.)			
4	Parking Stickers (Approx. 100 nos.)			
5	Paintings with Frames (Approx. 20 nos.)			
	GRAND TOTAL			

Grand Total Amount (In Words) (Excl. GST):

We understand that BEE reserves the right to deduct the amount for any activity not completed / not actioned which shall be final and binding on all concerned.

We also understand that BEE reserves the right to consider charges for Sr. nos. 2, 3, 4 & 5 on actual nos. on pro-rata basis, if more than the defined variations.

Grand Total Amount (excluding GST) would be considered for the purpose of evaluation of Lowest Cost (L1).

Date: (Signature)

Place: (Name of Authorized Person & Designation)

(Association Seal)

18. AGREEMENT FORMAT

Agreement for Engagement of Association for Supporting BEE for the activities under National Energy Conservation Awards (NECA), Energy Efficiency Innovation Awards (NEEIA) & National Painting Competition for School Children (NPCSC) - 2023

This Agreement for Engagement of Association for Supporting BEE for the activities under National Energy Conservation Awards (NECA), Energy Efficiency Innovation Awards (NEEIA) & National Painting Competition for School Children (NPCSC) - 2023 ("**Agreement**") is made on this _____ day of _____ 2023.

By and Between

The Bureau of Energy Efficiency, a statutory body under the auspices of the Ministry of Power, Government of India established under the provisions of the Energy Conservation Act, 2001 having its office at 4th Floor, Sewa Bhawan, R.K Puram, New Delhi – 110066 (hereinafter referred to as the "**BEE**" which expression shall unless repugnant to the context include its administrators, successors, executors and permitted assigns) of the **First Part**.

AND

_____, having its office at _____ (hereinafter referred to as the "**Association**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors, executors and permitted assigns) of the **Second Part**.

(BEE and the Association are hereinafter individually referred to as the 'Party' and collectively as 'Parties')
WHEREAS,

A. BEE had issued Request for Proposal ("**RfP**") dated _____ to invite proposals from interested and technically qualified Association for Engagement of Association for Supporting BEE for the activities under National Energy Conservation Awards (NECA), Energy Efficiency Innovation Awards (NEEIA) & National Painting Competition for School Children (NPCSC) - 2023.

B. The Association, having represented to BEE that it possesses the required technical resources, professional skills and personnel to perform the Services (*defined hereinafter*) as specified in the RfP, had offered to provide the Services and submitted its application in response to the RfP issued by BEE;

C. Subsequent to the evaluation of the application received, the Association was selected as Association for supporting BEE for the activities under National Energy Conservation Awards (NECA), Energy Efficiency Innovation Awards (NEEIA) & National Painting Competition for School Children (NPCSC) – 2023 and issued a Letter of Acceptance of Proposal ("**LOA**") bearing reference no. _____ dated _____, pursuant to which the Association has agreed to the provision of Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

For the purposes of this Agreement, the terms used herein shall, unless repugnant to the context thereof, have the meaning assigned to them as under:

1.0 DEFINITIONS:

1.1 "**Agreement**" shall mean this agreement containing the terms & conditions set forth & agreed herein, including all other documents annexed thereto or incorporated by reference herein;

1.2 "**Association**" shall have the meaning ascribed to it in the array of Parties;

1.3 "**Applicable Laws**" shall mean any statute, law, regulation, ordinance, rule, notification, rule of common law, judgment, order, decree, bye-law, directive, guideline, requirement or other governmental

restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration of any of the foregoing having the force of law, by any Government Authority having jurisdiction over this Agreement and the Services to be performed herein;

- 1.4 **“Force Majeure Event”** shall have the meaning ascribed to in Clause 6 of this Agreement;
- 1.5 **“Government”** means the Government of India;
- 1.6 **“Government Authority”** shall mean any government department, commission, board, bureau, association, regulatory authority, instrumentality, court, tribunal or other judicial, quasi-judicial or administrative body, central, state, provincial or local authority and/ or any other lawful authority having jurisdiction over the matter or matters in question;
- 1.7 **“LOA”** shall have the meaning ascribed to it in Recital C;
- 1.8 **“Personnel”** means professionals and support staff provided by the Association and assigned to perform the Services or any part thereof under this Agreement;
- 1.9 **“Services”** means the services to be performed by the Association as per the scope of services described in Annexure-A of this Agreement.
- 1.10 The headings shall not limit, alter or affect the meaning of this Agreement.

2.0 APPOINTMENT AND SCOPE OF WORK:

2.1 APPOINTMENT

Subject to the terms of this Agreement, BEE hereby appoints the Association for providing Services to BEE and the Association hereby accepts the engagement from BEE to perform the Services on the terms and conditions provided herein.

2.2 SCOPE OF SERVICES TO BE PERFORMED BY THE ASSOCIATION:

- 2.2.1 Subject to the provisions of this Agreement, the scope of services to be rendered by the Association for BEE will be as per **Annexure-A** (Scope of Services) of this Agreement.
- 2.2.2 The deliverables as mentioned in Annexure-A of this Agreement shall be provided by the Association within the timelines mentioned in Part-B (Timelines) provided in Annexure-A.

3. TERM OF AGREEMENT:

- 3.1 This Agreement shall be deemed to come into force and effect on the date of signing of this Agreement (the **“Effective Date”**).
- 3.2 **Expiration of Agreement:** Unless terminated earlier pursuant to Clause 8 hereof, this Agreement shall expire at end of the work defined in scope of services.

4. OBLIGATIONS OF THE PARTIES

4.1 GENERAL OBLIGATION OF THE ASSOCIATION:

The Association shall perform the Services and carry out its obligations hereunder with all due diligence, impartiality, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Association shall always act, in respect of any matter relating to this Agreement or to the Services to be provided hereunder, as a faithful advisor to BEE, and shall at all times support and safeguard BEE's legitimate interests in any dealings with Laboratories and/ or third parties.

4.2 OBLIGATIONS OF THE ASSOCIATION

- 4.2.1 Association shall perform all the obligations as enlisted in **Annexure- A**
- 4.2.2 Association shall not sub-contract any part of the Services contemplated under this Agreement.
- 4.2.3 **Conflict of Interests:** Association shall hold BEE's interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests in such a manner that it does not compromise the quality of Services envisaged herein and/ or the interests of BEE. If during the period of this Agreement, a conflict arises for any reason, the Association shall promptly disclose the same to BEE and seek its instructions.
- 4.2.4 **Prohibition of Conflicting Activities:** The Association shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would be in conflict with the activities/ Services assigned to them under this Agreement.
- 4.2.5 **Confidentiality:** It is hereby agreed that during the term of the Agreement and after the termination of the Agreement, except with the prior written consent of BEE, the Association and their employees, officers, directors, agents etc. shall not at any time communicate to any person or entity any confidential information relating to this Agreement and the Services, acquired in the course of the performance of the Services, nor shall the Association and their employees, officers, directors agents etc. make public any of the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive the termination of the Agreement.
- 4.2.6 **Accounting, Inspection and Auditing:** The Association shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with the internationally accepted principles and in such form and detail as will clearly identify the Services provided under this Agreement.
- 4.2.7 **Reporting Obligations:** The Association shall submit to BEE the deliverables including reports and documents along with any additional information that may be sought by BEE within the time periods set forth in Part B (Timelines) of Annexure- A of this Agreement.
- 4.2.8 **Documents prepared by the Association to be the property of BEE:** All reports and other documents prepared by the Association for BEE under this Agreement shall become and remain the exclusive property of BEE. The Association shall not use the same anywhere, without taking prior permission in writing from BEE and BEE reserves the right to grant or deny any such request of the Association.

4.3 BEE' OBLIGATIONS:

- 4.3.1 BEE shall use its best efforts to provide necessary documents/letters as may be required and are within its authority to issue, for the following:
- (a) Requisite documents as shall be necessary to enable the Association or its Personnel to perform the Services.
 - (b) For issuing instructions to officials, agents and representatives of the Government as may be necessary or appropriate for the prompt and effective implementation of the Services.
- 4.3.2 In addition to above, BEE shall provide to the Association and its Personnel such other assistance on best efforts basis without any binding obligation, as may be required for performing the Services under the Agreement.

5. SERVICE FEE:

- 5.1 BEE shall pay the Association the costs towards the Services performed as per the Cost of Services specified in **Annexure-B** of this Agreement, in accordance with the terms of payment as specified in Clause 5.2 below.

5.2 TERMS OF PAYMENT:

BEE shall arrange to release payments to the Association as per the terms of payment provided below:

- (i) Payment authority will be Bureau of Energy Efficiency.
- (ii) The Association shall raise the invoice in favor of “The Secretary, Bureau of Energy Efficiency”
- (iii) The payment may be considered, after deductions if any, on receipt of invoice from the association on completion of deliverables & acceptance as stated below:

Deliverable as per Annexure A	% of order value
02 and Mobilization advance on submission of Bank Guarantee of Equivalent Amount	10
03 – 09	60
10 – 11	30

- (iv) Upon submission of the invoice, the same shall be verified by BEE to ascertain its correctness. If any further supporting proofs are sought by BEE, the same shall be provided by the Association. If any discrepancy is found, the same shall be got rectified by BEE before releasing the payment.
- (v) All payments under this Agreement shall be made to the designated bank account of the Association. Payments shall be subject to tax deductions at source (TDS) and other deductions, if any on account of liquidated damages, etc. provided herein. GST shall be paid additionally by BEE at the prevailing rate.

6.0 FORCE MAJEURE:

6.1 Force Majeure is hereby defined as any cause, which is beyond the control of BEE or the Association, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the work including, but not limited to the following:

- (a) Natural phenomena including but not limited to floods, earthquakes, epidemic, etc.
- (b) Restrictions imposed by the Government;
- (c) War, declared or undeclared, quarantines, embargoes etc.,
- (d) Hostilities, revolutions, riots, civil commotions, strike, terrorism and lockdown or curfew imposed by the Government.

6.2 BEE or the Association shall not be liable for any delay in performing its obligations resulting from Force Majeure causes as referred to and/or defined herein above provided that the Party affected by such Force Majeure event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. Should one or both Parties be prevented from fulfilling their obligations by state of Force Majeure lasting for a period of 30 days, the Parties shall consult each other and decide as to further course of action including termination of this Agreement.

6.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than (seventy-two) 72 hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions within (seventy-two) 72 hours of the cessation of such Force Majeure event.

- (c) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Association, upon instructions by BEE, shall either:
 - (i) Demobilize; or
 - (ii) continue with the Services to the extent possible, in which case the Association shall continue to be paid proportionately and on prorated basis for the part of the Services satisfactorily performed, under the terms of this Agreement.
- (e) Neither BEE or the Association shall be liable for any compensation or extra costs during the existence of the Force Majeure event.

7. Fraud and Corruption

7.1 Definitions: It is BEE's policy to require that BEE as well as the Association observe the highest standard of ethics during the execution of the Agreement. In pursuance of this policy, BEE defines, for the purpose of this provision, the terms set forth below:

- (i) "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution and performance of services thereunder;
- (ii) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract and performance of services thereunder;
- (iii) "Collusive Practice" means a scheme of arrangement between two or more Association/entities, with or without the knowledge of BEE, designed to establish prices at artificial, non-competitive levels;
- (iv) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in an engagement process, or affect the execution of a contract and performance of services thereunder.

7.2 Measures to be taken by BEE

- (a) BEE may terminate the Agreement, after giving a written notice of minimum of 15 days to the Association, if it determines at any time that the Personnel/representatives of the Association were engaged in Corrupt, Fraudulent, Collusive or Coercive practices during the selection process or the execution of this Agreement, without the Association having taken timely and appropriate action satisfactory to BEE to remedy the situation.
- (b) BEE may also issue sanctions against the Association, including declaring the Association ineligible for a stated period of time, to be awarded a contract by BEE, if it at any time determines that the Association has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive practices.

8.0 TERMINATION OF AGREEMENT:

8.1 Termination By BEE: In addition to any particular instance as specified elsewhere in this Agreement, BEE may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 8.1:

- (a) If Association enters into compulsory or voluntary liquidation or insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 or has a receiver or manager or an administrative receiver or an administrator appointed over its assets or ceases (or threatens to cease) for any reason to carry on business or if it appears to the Party not in difficulties that it has or may become unable to pay its debts or satisfy its obligations under the Association.
- (b) If the Association submits to BEE a false statement which has a material effect on the rights, obligations or interests of BEE.
- (c) If the Association places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BEE.
- (d) If the Association fails to provide quality services as envisaged under this Agreement.

- (e) If, as the result of Force Majeure, the Association is unable to perform a material portion of the Services for a period of not less than 30 days
- 8.2 **By the Association:** The Association may terminate this Agreement, by giving not less than thirty (30) days' written notice to BEE if, as the result of Force Majeure, the Association is unable to perform a material portion of the Services for a period of not less than 30 days.
- 8.3 **Cessation of Rights and Obligations:** Upon termination of this Agreement pursuant to Clause 8.1 or 8.2 hereof, or upon expiration of this Agreement pursuant to Clause 3.2 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 4.2.5 hereof, and (iii) any right which a Party may have under the Applicable Laws.
- 8.4 **Cessation of Services:** Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 8.2 hereof, the Association shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 8.5 **Payment upon Termination:** Upon termination of this Agreement pursuant to Clauses 8.2 hereof, BEE shall make the following payments to the Association:
- (a) If the Agreement is terminated pursuant to Clause 8.2, remuneration pursuant to Clause 5 hereof for Services satisfactorily performed prior to the effective date of termination, and any expenditures actually and reasonably incurred in terms of this Agreement prior to the effective date of termination fully supported by proof, which BEE at its sole discretion decides to pay the Association.
- (b) If the Agreement is terminated pursuant to Clause 8.1, the Association shall not be entitled to receive any payment upon termination of the Agreement. However, BEE may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to BEE.

9.0 SETTLEMENT OF DISPUTES & ARBITRATION:

- 9.1 Any dispute or difference arising out of this Agreement shall be attempted to be amicably settled between the Parties.
- 9.2 In case of non-settlement of dispute or difference as per clause 8.1 above within a period of thirty (30) days from the date when the dispute was raised by any Party, the matter shall be referred to arbitration by an arbitrator under the Arbitration and Conciliation Act, 1996 & its subsequent amendments thereof.
- 9.3 The seat and venue of arbitration shall be at New Delhi, India.
- 9.4 The decision of the arbitrator shall be final and binding upon both the Parties. The expenses of the arbitrator, as determined by the arbitrator and any other costs and expenses of arbitration proceedings, shall be shared equally by BEE and the Association. However, the expenses incurred by each Party in connection with the preparation, presentation of their respective cases shall be borne by the Party itself. The arbitration award passed by the arbitrator shall be in writing and shall state the reasons for the award and shall be final and binding on the Parties.
- 9.5 Notwithstanding anything contained in clauses 9.1. to 9.4 above, if the Association is a central public sector enterprise or a department of the Government, the dispute shall be resolved as far as possible amicably by mutual negotiations, failing which the Parties shall resolve such disputes through the Administrative Mechanism for Resolution of CPSEs and any other guidelines on the subject issued from time to time by the concerned authority.

9.6 Subject to the arbitration provisions contained hereinabove, this Agreement shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of the courts at New Delhi.

10.0 INDEMNITY

10.1 The Association shall at all times indemnify and keep indemnified BEE, its directors, officers, representatives and agents, from and against:

- (i) All claims / damages etc. for the infringement of any Intellectual Property Rights (IPR) of any third party while providing its Services under the Agreement by the Association.
- (ii) All/any claims in respect of any damages or compensation payable in consequence of any accident or death of any person or loss to any property or any injury sustained or suffered by the Association's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Association.
- (iii) Any and all claims by BEE', workmen, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Association in respect of wages, salaries, remuneration, compensation or the like.

10.2 All claims regarding indemnity shall survive the termination or expiry of the Agreement.

11. AMENDMENT:

This Agreement may be amended or modified, if necessary, by a written instrument signed by the Parties and the same shall be considered as an integral part of this Agreement.

12. NOTICES:

Notice if given by either Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by registered mail against acknowledgement due and addressed to the signatories to this Agreement.

13. RELATIONSHIP OF THE PARTIES:

Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or employment.

14. WAIVER:

Any failure or delay on the part of any Party to exercise any right or power under this Agreement shall not operate as a waiver thereof.

15. ASSIGNMENT:

The Association shall not assign this Agreement or sub-contract any portion of this Agreement to any person at any point of time.

16. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, regulation, government policy or any amendments thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. ENTIRE AGREEMENT:

The Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make the Parties liable, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

18. ACKNOWLEDGEMENT OF THE PARTIES:

It is acknowledged and agreed by all the Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Association for any engagement, service or employment in any capacity in any office or establishment of BEE.

IN WITNESS WHEREOF the Parties hereto have fully executed these presents through their duly authorized representatives on the Day, Month and Year mentioned above.

(For & On behalf of BEE)

(For & On behalf of Association)

(Office Seal)

(Seal/ Stamp)

Place _____

Name:
Designation

Date _____

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:

(Name & Address)

ANNEXURE- A

A. SCOPE OF SERVICES

SCOPE OF WORK

- (1) The association shall be responsible for assisting in re-designing the existing application forms and implementing NECA 2023 & NEEIA 2023.
- (2) Association shall coordinate with IT section of BEE for matters related portals of NECA, NEEIA & Painting Competition. If required, they shall support BEE to coordinate with Ministry of Home Affairs, Govt. of India, for inclusion of the said portals in the National Awards portal.
- (3) The association shall study, understand, and analyze the existing schemes of NECA, NEEIA and Painting Competition to provide suggestions to enhance the outreach of the programme and increase participation.
- (4) Association shall develop a Media Strategy, including media plan and its implementation, consisting of development of overall communication & creative strategy for promoting NECA, NEEIA and Painting Competition.
- (5) Association shall bring forward strategies to improve overall selection processes and provide recommendations for wider outreach. This may include but not limited to digitization of forms, data mining from uploaded forms and smoothening the process of providing data to Evaluating Association.
- (6) Association shall provide the application forms and evaluation reports to the concerned Evaluation Association/Committees and would coordinate with them for short-listing of awardees. This would include, but not limited to, visiting the Evaluation Association and supporting them in data analysis, generation of reports, etc. in case of NECA & NEEIA.
- (7) The association shall coordinate with jury of NECA, Painting Competition and NEEIA and also propose jury members for consideration of BEE. The recommendations of the jury, compilation of proposals and presentations to be made for various stakeholders would be in the scope of the association.
- (8) The association shall create a database of CBSE/ICSE affiliated schools outside the country and facilitate for their participation in Painting Competition.
- (9) The potential participants for all three awards must be reached through phone, email and social media. A detailed tracker of participants contacted for different programme, along with mode of communication & their responses should be made available in a suitable format preferably in the form of a dashboard for the duration the applications are open.
- (10) At least 05 nos. of webinars, for each sector, must be organized for explaining the process of filling forms and answering queries. No additional cost will be given for organizing webinars. Association may nominate suitable team members for conducting the webinar as per approval from BEE. The webinar shall be hosted on a professional platform, the licensing of such platform will be in association's scope and no additional cost will be given. Also, no additional cost would be given for sending bulk emails / messages or using email servers.
- (11) The association shall be responsible for overall management and conduct of all of the events for activities. The implementation will include, but not limited to:
- (12) Facilitate development of application formats, evaluation methodology, FAQs, presentations, etc.
- (13) Assist IT section of BEE for redesign, develop and update of portals.
- (14) Meetings related to NECA, NEEIA and Painting Competition for finalization of awards.
- (15) Facilitate for event management, media coverage, etc.
- (16) Facilitate for conduct of Award Function.

- (17) Detailed Reports of the events i.e., NECA, NEEIA.
- (18) Any other work assigned by BEE for the above events.
- (19) Association is required to design e-Award Book for NECA, NEEIA & Painting Competition 2023 containing profiles of awards including best practices adopted for energy efficiency and energy conservation and paintings of National winners. Association shall coordinate with representatives of the awardees to compile their profile and for the award function.
- (20) After the conclusion of NECA and NEEIA 2023, association is required to submit all the data related to it in soft copy, two sets, preferably in 2TB Hard Discs, with make approved by BEE.
- (21) Design and Printing of Certificates, Invitation Cards and Paintings with Frames:
- (i) Association shall design and print certificates and invitation cards.
- (ii) The Certificates (bilingual), approx. 100 Nos. (+/- 10%), along with cover jackets to be awarded to the awardees, shall be printed by the association. The design of the certificate and cover jackets shall be approved by BEE.
- (iii) Association shall be responsible for printing of invitation cards (approximately 5000 nos., +/- 10%). The color combination of the invitation cards in different categories, namely VIPs, Awardees and Guests (along with Parking stickers) would be different and shall be provided by BEE.
- (iv) The quality of the paper to be used, should be conforming to the following at the minimum:
- | Sr. No. | Document | Color | Paper Quality / GSM / Size |
|---------|-----------------------------------|-------|----------------------------------|
| 1 | Certificates | Multi | 300 gsm Indian art card, A4 size |
| 2 | Invitation Cards | | 300 gsm Indian art card |
| 3 | Invitation Card Envelopes | | 135 gsm |
| 4 | Self-Adhesive Card Parking Labels | | 135 gsm |
- (v) Samples of certificates, jackets, envelopes and parking labels shall be provided by BEE.
- (vi) The association shall be responsible for printing of high-resolution paintings of 1st, 2nd & 3rd prize winners of the National Painting Competition of each group (A3 size, 300 gsm, Indian art card).
- (vii) Association shall be responsible for framing these paintings in 18”X24” wooden frames with glass & mounting. It should have MoP and BEE logos. Samples of such paints and frames shall be provided by BEE.
- (viii) Total 20 nos. (+/- 10%) such frames with paintings are to be made.

TENTATIVE TIMELINE

Sr. No.	Deliverables	Timeline (Week)
1	Letter of Award (T0)	---
2	Kick off meeting (T1)	T0 + 1
3	Meeting of Technical Committee (T2)	T1 + 2
4	Meeting of Award Committee (T3)	T2 + 2
5	Inviting applications for Awards (T4)	T3 + 4
6	Preliminary scrutiny of applications (T5)	T4 + 3
7	Evaluation by Technical Committee / Jury (T6)	T5 + 3
8	Meeting of Technical Committee (T7)	T6 + 1
9	Meeting of Award Committee (T8)	T7 + 2
10	Facilitate Award Function	14.12.2023
11	Submission of final report	30.01.2024

ANNEXURE- B

Cost of Services

BEE shall arrange to release payments to the Association as per the terms of payment provided below:

- (i) Payment authority will be Bureau of Energy Efficiency.
- (ii) The Association shall raise the invoice in favor of "The Secretary, Bureau of Energy Efficiency"
- (iii) The payment may be considered, after deductions if any, on receipt of invoice from the association on completion of deliverables & acceptance as stated below:

Deliverable as per section Tentative Timelines	% of order value
02 and Mobilization advance on submission of Bank Guarantee of Equivalent Amount	10
03 – 09	60
10 – 11	30

- (iv) Upon submission of the invoice, the same shall be verified by BEE to ascertain its correctness. If any further supporting proofs are sought by BEE, the same shall be provided by the Association. If any discrepancy is found, the same shall be got rectified by BEE before releasing the payment.
- (v) All payments under this Agreement shall be made to the designated bank account of the Association. Payments shall be subject to tax deductions at source (TDS) and other deductions, if any on account of liquidated damages, etc. provided herein. GST shall be paid additionally by BEE at the prevailing rate.